

## A G R E E M E N T

X July 1, 1981 - June 30, 1983

Between

THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF CHERRY HILL Board of Education

AND

EDUCATIONAL AIDES OF CHERRY HILL  
ASSOCIATION

**LIBRARY**  
Institute of Management and  
Labor

OCT 2 1981

UNIVERSITY

## P R E A M B L E

This Agreement effective the First day of July, 1981, between the Board of Education of the Township of Cherry Hill, Camden County, New Jersey, hereinafter called the "Board", and the Educational Aides of Cherry Hill Association, hereinafter called the "Association".

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of Cherry Hill Township School District is their mutual aim, and

WHEREAS, The parties hereto have rights and obligations pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, and

WHEREAS, The parties having reached certain understandings desire to confirm this agreement as follows:

### ARTICLE I

#### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for general aides, supervisory aides, over-sized class aides and program aides, but excluding all substitute aides, employed or to be employed by the Board.

B. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that aides shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. A grievance which involves a question of salary shall be filed in duplicate. One copy shall be presented to the principal involved and the other shall be filed with the Administrative Assistant for Personnel.

5. Except for group, class or policy grievances which shall be initiated by the Association at the Superintendent's level, any aide who has a grievance shall discuss it first with his/her principal (or immediate superior, if applicable) in an attempt to resolve the matter informally at that level.

6. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she may within five (5) school days of the discussion, set forth the grievance in writing to the principal, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of previous discussions; and
- d. his/her dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the grievant within five (5) school days of receipt of the written grievance.

7. The grievant, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the grievant and the principal.

12. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest, witnesses and the designated or selected representatives contemplated in this article.

C. COSTS

1. Each party will bear the total cost incurred by themselves.

2. All other costs and expenses will be shared equally by the two parties.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any aide in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any aide with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The hourly rate of aides shall not be reduced without just cause and any such reduction shall be subject to the grievance procedure, but shall not be subject to arbitration.

C. Whenever any aide is required to or given the opportunity to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that aide, then he/she and the Association shall be given prior written notice of the reasons for such meeting or interview, and the employee shall have the right to have a representative of his/her choosing present at such meeting.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the aides, as defined in the unit, and to no other organizations, so long as this Agreement is in existence.

## ARTICLE VI

### LEAVES OF ABSENCE

#### A. SICK LEAVE

1. All employees shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

3. When an aide retires after twenty (20) or more years of continuous employment in the Cherry Hill School District, such aide shall be paid seven dollars fifty cents (\$7.50) per full day for each day of accumulated unused sick leave. Said payment shall not be made in the event of early retirement, termination of employment by the Board or by death. In the event partial sick days are accumulated, payment will be made on a pro rata basis.

For the purposes of this section, an aide shall be defined as one who works twenty (20) hours per week or more. A day shall consist of four (4) hours of employment.

#### B. MATERNITY LEAVE

Maternity leave, without pay, shall be granted to an employee in accordance with the following conditions and procedures:

1. Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent or his designee at least sixty (60) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. The Board shall honor the leave dates so requested; provided, however, an employee may apply for early reinstatement by filing a written request therefor with the Superintendent or his designee. Said request for early reinstatement is subject to Board approval.

2. The Board may require as a condition of an employee's return to service, production of a certificate from a physician to certify that the employee is medically able to resume her duties.

3. Employees shall be allowed one day leave with pay in the event of the death of a family member not set forth in Paragraph 2 above. Such absence must be approved by the employee's immediate supervisor.

#### H. PERSONAL LEAVE

1. Each aide employed twenty (20) hours per week or more may be granted up to two (2) days personal leave during the school year. Said leave shall be with pay and for the purpose of transacting business which cannot be accomplished outside of working hours.

2. Personal leave shall be allowed with the approval of the building principal provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file a written request for leave with the building principal at least five (5) days in advance of the absence.

3. Personal leave days will not be granted for either of the two days preceding or following a holiday or vacation period except in cases of emergency. Unused personal leave days shall accumulate for the purposes of sick leave from year to year, so long as employment is continuous.

4. The purpose of personal leave days is to allow aides to perform such pressing and immediate business that it cannot be postponed or performed after employment hours. Any other use of personal leave days is a violation of the contract.

### ARTICLE VII

#### JOB SECURITY

A. In the event there is a reduction in force, those employees employed twenty (20) hours per week or more will be placed on a reduction list to be established by the Board. Employees laid off during the school year will remain on said list until the first day of class of the following school year. Those laid off after the last day of classes in June will remain on the list until the next following January 2.

## ARTICLE IX

### NOTIFICATION

Every effort will be made to notify aides of their future employment status and number of hours scheduled by June 15. Such notice may be given by the Personnel Office or by the Principal of each school and may be given orally or in writing. Any notice given is subject to subsequent modification by the Board and the hours assigned to each aide's individual employment contract shall be conclusive.

## ARTICLE X

### OTHER BENEFITS

A. The Board of Education will continue to provide, at no cost to the employee, for the full year Blue Cross, Blue Shield (New Jersey Public Employees Hospital Plan), Rider "J", and major medical coverages for employees and their dependents, provided that there is no duplication of coverage and the employee works a minimum of twenty (20) hours per week.

B. The Board of Education will provide prescription drug insurance coverage to all aides regularly working twenty (20) hours or more per week under the terms and conditions of said plan.

C. No aide shall be required to take more than an hour lunch break. Said lunch break shall be without pay.

D. In the event of delayed openings due to inclement weather, aides may be rescheduled by the building principal to make up lost hours provided work is available. This shall not require the principal to reschedule said hours if in his opinion it is not in the best interests of the Board.

## ARTICLE XI

### ASSOCIATION PAYROLL DUES DEDUCTION

The Board agrees to deduct from the salaries of its employees, dues for the Educational Aides Association of Cherry Hill, the New Jersey Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions

If no other assignment is available then the aide shall not report for work and shall receive no pay for that day.

3. Aides assigned to cover bus arrivals or departures shall be entitled to compensatory time off or, if time off cannot be scheduled then additional pay as set forth in Paragraph C(1) above.

### ARTICLE XIII

#### PROTECTION OF EMPLOYEES

A. In the event any civil action has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his/her duties for the Board, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such employee from any financial loss resulting therefrom. (N.J.S.A. 18A:16-6.1).

B. Should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of his/her duties for the Board, and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse him/her for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. (N.J.S.A. 18A:16-6.1).

C. Whenever any employee is absent from his/her post or duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment with the Board, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided for herein. Salary or wage payments as provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability (N.J.S.A. 18A:30-2.1).



inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

E. This Agreement represents and incorporates the complete and final understanding and settlement of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

F. It is the intent of the parties hereto that wherever this Agreement refers to specific statutes or acts of the legislature that reference or description of statutory rights or obligations is for the purpose of information only. It is the parties' intent that the precise terms or language of the statutes or acts of the legislature shall apply as interpreted by the appropriate state agency or the courts of this State. Any grievance concerning an Article of this Agreement containing a statutory reference or description shall not be subject to arbitration.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at 1155 Marlkrass Road, Cherry Hill, New Jersey 08003
2. If by Board, to Association, c/o President, Sandra Segal, 405 Cornwall Road, Cherry Hill, New Jersey, 08034

ARTICLE XV

DURATION

This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983, subject

SCHEDULE A

| <u>Step</u> | <u>1981-82</u> | <u>1982-83</u> |
|-------------|----------------|----------------|
| 1           | 3.10           | 3.35           |
| 2           | 3.10           | 3.35           |
| 3           | 3.10           | 3.35           |
| 4           | 3.10           | 3.35           |
| 5           | 3.25           | 3.45           |
| 6           | 3.50           | 3.60           |
| 7           | 3.75           | 3.85           |
| 8           | 4.00           | 4.10           |
| 9           | 4.25           | 4.35           |
| 10          | 4.50           | 4.60           |

All employees at the 10th step of the guide or over for one (1) year or more shall receive an increase over their last hourly rate of pay of \$.20 per hour in the first year of the Contract and \$.35 per hour in the second year of the Contract.